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explanatory thereof, plaintiff relied upon some science and theory not generally known or understood, it was proper for him to give the jury the light of some competent evidence tending to sustain the probabilities, or at least possibilities, of what was claimed. Nothing of this kind was done upon the trial, unless there may have been read then, as upon this appeal, the unverified statements and opinions of certain authors. We are unwilling to accept them, or the otherwise unconfirmed statements of the witness that at certain times in 1900 she was placed in an hypnotic condition whereby she was made unconscious, and again in a similar condition in 1901 whereby she was made conscious, of certain events. The rejection of this evidence leaves this case, in our opinion, without sufficient testimony upon which to rest the burden carried by plaintiff to properly establish his case, and sustain the verdict of the jury."

BROKERS — COMMISSIONS — DISCHARGE—EFFECT.—Where a real estate broker, having failed to effect a sale to a prospective purchaser, was discharged, and assented to the discharge, and another broker was employed by the principal, through whom a sale to the purchaser procured by the first broker was effected, the first broker was not entitled to commission on the sale, the principal having acted in good faith, and not merely to escape payment of commissions. *Leonard v. Eldredge* (Mass.), 69 N. E. 337.

Per Hammond, J:

"In *Sibbald v. Bethlehem Iron Co.*, 83 N. Y. 378, 38 Am. Rep. 441, the following language is used: 'If in the midst of negotiations instituted by the broker, and which were plainly and evidently approaching success, the seller should revoke the authority of the broker with the view of concluding the bargain without his aid and avoiding the payment of commissions about to be earned, it might well be said that the due performance of his obligation by the broker was purposely prevented by the principal. But, if the latter acts in good faith, not seeking to escape the payment of commissions, but moved fairly by a view of his own interest, he has the absolute right, before a bargain is made, while negotiations remain unsuccessful, before commissions are earned, to revoke the broker's authority, and the latter cannot thereafter claim compensation for a sale made by the principal, even though it be to a customer with whom the broker unsuccessfully negotiated, and even though, to some extent, the seller might justly be said to have availed himself of the fruits of the broker's labor.'

"Without now deciding whether the rule stated in the last paragraph is of universal application, it is sufficient to say that it is applicable to the facts of this case, and that the instructions to the jury were correct. The doctrine of efficient cause has no application to a case like this."

CONSTITUTIONAL LAW—LIBERTY OF CONTRACT—CLASS LEGISLATION—SALES OF MERCHANDISE IN BULK—NOTICE TO CREDITORS.—St. 1903, p. 389, c. 415, sec. 1, provides that the sale in bulk of a part or the whole of a stock of merchandise other than in the ordinary course of trade and in the usual prosecution of the seller's business shall be void as against his cred-